

# 40043

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Pro Se 4 (Rev. 12/16) Complaint for a Civil Case Alleging Breach of Contract

## UNITED STATES DISTRICT COURT

for the

Eastern District of Michigan

Division

Case: 3:18-cv-13737  
 Judge: Cleland, Robert H.  
 MJ: Stafford, Elizabeth A.  
 Filed: 11-30-2018 At 04:04 PM  
 CMP JESSICA PAGE WEBER V JANE DOE (LG)

JESSICA PAGE WEBER

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

JANE DOE, employee of STATE FARM

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Jury Trial: (check one) ☐ Yes ☒ No

**COMPLAINT FOR A CIVIL CASE ALLEGING BREACH OF CONTRACT**  
 (28 U.S.C. § 1332; Diversity of Citizenship)

**I. The Parties to This Complaint****A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	JESSICA WEBER
Street Address	12140 CENTRALIA
City and County	REDFORD; WAYNE
State and Zip Code	MI: 48239
Telephone Number	(248)925-2341
E-mail Address	JESSICA.P.WEBER@gmail.com; jpw@alumni.upenn.edu

**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

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## Defendant No. 1

Name	JANE DOE, employee of STATE FARM
Job or Title <i>(if known)</i>	VPO – Human Resources
Street Address	1 State Farm Plaza
City and County	BLOOMINGTON; MCLEAN
State and Zip Code	IL; 61791
Telephone Number	(309)766-2991
E-mail Address <i>(if known)</i>	unknown

## Defendant No. 2

Name	n.a.
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

## Defendant No. 3

Name	n.a.
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

## Defendant No. 4

Name	n.a.
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

**II. Basis for Jurisdiction**

Federal courts are courts of limited jurisdiction (limited power). Under 28 U.S.C. § 1332, federal courts may hear cases in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000. In that kind of case, called a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff. Explain how these jurisdictional requirements have been met.

**A. The Plaintiff(s)**

1. If the plaintiff is an individual

The plaintiff, (name) JESSICA WEBER, is a citizen of the  
State of (name) MICHIGAN.

2. If the plaintiff is a corporation

The plaintiff, (name) n.a., is incorporated  
under the laws of the State of (name) \_\_\_\_\_,  
and has its principal place of business in the State of (name) \_\_\_\_\_.

*(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)*

**B. The Defendant(s)**

1. If the defendant is an individual

The defendant, (name) JANE DOE, employee of STATE FARM, is a citizen of  
the State of (name) ILLINOIS. Or is a citizen of  
(foreign nation) n.a.

2. If the defendant is a corporation

The defendant, (name) n.a., is incorporated under  
the laws of the State of (name) n.a., and has its  
principal place of business in the State of (name) n.a..  
Or is incorporated under the laws of (foreign nation) n.a.,  
and has its principal place of business in (name) n.a.

*(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)*

**C. The Amount in Controversy**

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

AMOUNT OF CONTRACT NOT PAID ON: \$10,170.00  
 MEDICAL BILLS: \$500.00  
 PAIN AND SUFFERING: \$10,000.00  
 INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS: \$75,000.00  
 BAD-FAITH: \$1.00  
 HARRASSMENT: \$1.00  
 PUNITIVE DAMAGES: \$1,000.00 or the amount this gracious COURT sees fit

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### III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

The plaintiff, (name) JESSICA WEBER, and the defendant, (name) JANE DOE, employee of STATE FARM, made an agreement or contract on (date) 3/29/2018. The agreement or contract was (oral or written) written. Under that agreement or contract, the parties were required to (specify what the agreement or contract required each party to do) Adhere to the SETTLEMENT AGREEMENT as executed. PLAINTIFF adhered to all parts.

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The defendant failed to comply because (specify what the defendant did or failed to do that failed to comply with what the agreement or contract required)

DEFENDANT STATE FARM JANE DOE agreed to pay \$30,000.00 less TAXES. DEFENDANT wrongfully, negligently, wilfully took out FEDERAL INCOME TAX, HOSPITAL INSURANCE TAX and STATE INCOME tax when PLAINTIFF was not an employee. This was approximately \$10,170.00. This is a direct and wilful attempt by DEFENDANT STATE FARM JANE DOE to circumvent the law and continue to harass PLAINTIFF WEBER proving, insinuating that she is not adequate. DEFENDANT STATE FARM JANE DOE has only paid PLAINTIFF WEBER \$19,830.00 of the agreed \$30,000.00. PLAINTIFF WEBER has suffered severe stress trying to resolve this on-going matter. PLAINTIFF WEBER has sent over 20 emails and made phone calls trying to resolve this matter since March 2018, while trying to maintain employment, and this wilful act by DEFENDANT STATE FARM JANE DOE has caused harm: stress, hardship and emotional duress.

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The plaintiff has complied with the plaintiff's obligations under the contract.

### IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

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PLAINTIFF prays for relief in the amount:

AMOUNT OF CONTRACT NOT PAID ON: \$10,170.00

MEDICAL BILLS: \$500.00

PARALEGAL BILLS: \$2,000.00

PAIN AND SUFFERING: \$10,000.00

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS: \$75,000.00

PUNITIVE DAMAGES: \$1,000.00 or the amount this gracious COURT sees fit

TOTAL: \$96,670.00

**V. Certification and Closing**

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

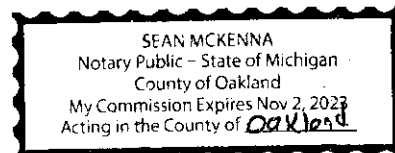
**A. For Parties Without an Attorney**

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 11/30/2018

Signature of Plaintiff /s/ Jessica Weber Weber

Printed Name of Plaintiff Jessica Weber

**B. For Attorneys**

Date of signing: \_\_\_\_\_

Signature of Attorney n.a.

Printed Name of Attorney \_\_\_\_\_

Bar Number \_\_\_\_\_

Name of Law Firm \_\_\_\_\_

Street Address \_\_\_\_\_

State and Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

## ATTACHMENTS

**GENERAL RELEASE, WAIVER, COVENANT NOT TO SUE  
AND SETTLEMENT AGREEMENT**

THIS GENERAL RELEASE, WAIVER, COVENANT NOT TO SUE AND SETTLEMENT AGREEMENT ("Release," "Settlement Agreement" or "Agreement") is made and entered into by and between Jessica P. Weber ("Weber") and State Farm Mutual Automobile Insurance Company ("State Farm").

**DEFINITIONS CONTROLLING THIS AGREEMENT**

As used herein:

- A. "WEBER" shall mean Jessica P. Weber.
- B. "STATE FARM" shall mean State Farm Mutual Automobile Insurance Company, including State Farm Mutual Automobile Insurance Company doing business as Julie A. Taylor and Associates.
- C. "SETTLING PARTIES" shall mean WEBER and STATE FARM.

The SETTLING PARTIES have reached an agreement for the resolution of any and all disputed claims by or between the SETTLING PARTIES which were or could have been raised in any civil action, lawsuit or legal proceeding.

**THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the SETTLING PARTIES covenant and agree as follows:

**COVENANTS OF THE SETTLING PARTIES**

1. In full and final settlement of all claims WEBER has already brought and may yet bring against STATE FARM and for other good and valuable consideration set forth in this Agreement, STATE FARM will cause to be paid to WEBER the total settlement amount of Thirty Thousand Dollars (\$30,000.00) less all applicable taxes, no later than fifteen (15) business days after the date STATE FARM receives WEBER's signed execution page of this Agreement and the signed Stipulation for Extension for State Farm to respond to WEBER's Objection to State Farm's Notice of Removal (Exhibit B) referenced in Paragraph 7 (b) below. An IRS Form W-2 will be issued by STATE FARM for this payment.
2. WEBER, on behalf of herself and her heirs, conservators, executors and administrators, assigns, agents, guardians, attorneys and legal representatives intending to be legally bound, DOES HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE AND COVENANTS NOT TO SUE STATE FARM and any and all of its predecessors, successors, and past, present and future parents, subsidiaries, divisions, affiliates, assigns, and its and their directors, officers, legal representatives, attorneys, stockholders,

*NW*  
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insurers, employees, administrators and agents ("RELEASED PARTIES") for any and all claims, demands, actions, causes of action, suits, debts, contracts, agreements, damages, costs (including attorneys' fees), liabilities and controversies whatsoever, in law or in equity, that she had or now has against STATE FARM and RELEASED PARTIES for, upon, or by reason of any matter, cause or thing whatsoever, whether known or unknown, arising out of or related to her application for employment and subsequent employment and/or termination from employment with STATE FARM including, but not limited to, causes of action, claims or charges under federal, state or municipal statutes or ordinances relating to employment, contract, and/or under any common law or laws of equity, and also including but not limited to claims of violation of any federal, state, or municipal statute or ordinances relating to discrimination and/or retaliation in employment, including but not limited to Michigan's Elliott Larsen Civil Rights Act, the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964 as well as any other claim for wrongful discharge which were or could have been asserted in any lawsuit before a tribunal or court of competent jurisdiction. WEBER does not waive rights or claims that may arise after the date WEBER signs this Agreement, or any claim which may not be released at this time. Employee does not waive any rights to vested employee benefits or group health benefit continuation rights provided by COBRA.

WEBER also agrees and promises that should any person, organization, or other entity (e.g. EEOC or MDCR ) file, charge, claim to sue, or cause or permit to be filed any civil action, lawsuit or legal proceeding involving any such matter, that WEBER will not seek or accept any equitable or monetary relief in such civil action, lawsuit or legal proceeding.

3. This Agreement shall not be construed as an admission by STATE FARM and any and all of its predecessors, successors, and past, present and future parents, subsidiaries, divisions, affiliates, assigns, and its and their directors, officers, legal representatives, attorneys, stockholders, insurers, employees, administrators and agents of any liability to WEBER, her heirs, conservators, executors and administrators, assigns, agents, guardians, attorneys and legal representatives by reason of any matter or thing whatsoever. This Agreement is intended merely to avoid further legal proceedings and to resolve amicably all disputes and claims or potential disputes and claims between the SETTLING PARTIES.
4. This Agreement shall be interpreted and construed under the laws of the State of Michigan, and shall not be construed against the drafters, but shall be construed neutrally in accordance with the plain language of the Agreement.
5. The provisions of this Agreement shall be binding upon the SETTLING PARTIES, any spouses, heirs, issue, representatives, executors, officers, directors, shareholders, employees, agents, successors and assigns.



6. Each SETTLING PARTY represents to the other that she or it has full authority to execute and perform the Agreement and to compromise any claims which have been or could have been asserted in a court of competent jurisdiction or otherwise in any state.
7. In exchange for the benefits of this Agreement, WEBER agrees to stipulate to dismiss with prejudice the civil litigation currently pending in the U.S. District Court for the Eastern District of Michigan as *Jessica P. Weber v. State Farm and Julie A. Taylor and Associates*, Case No. 18-10007 with SETTLING PARTIES to bear their own costs.
  - a) The attached stipulation to dismiss (Exhibit A) will be exchanged for the consideration described in Paragraph 1.
  - b) In order to avoid further costs of litigation, WEBER will stipulate to a two (2) week extension for State Farm to respond to WEBER's Objection to State Farm's Notice of Removal. (Exhibit B)
8. STATE FARM is offering this Agreement based on the condition of absolute confidentiality. WEBER covenants and agrees that she will not disclose to anyone who is not a party to this Agreement the terms and conditions of this Agreement and the negotiations leading to this Agreement other than to those persons to whom she is obligated as a matter of law to disclose, and those persons who have a legitimate reason to know, including taxing authorities, legal counsel, her spouse, if any, or those persons who prepare WEBER'S taxes or related matters. If so disclosed, WEBER agrees to advise each individual to whom the information is disclosed of the confidential nature of the information and the obligation to maintain the information confidentially.
9. In exchange for the benefits and payments offered by STATE FARM under this Release, WEBER agrees to not make any statements now or in the future to any current, former, or future Company, customer or vendor, or other person or entity doing business with or employed by STATE FARM; any media, or any other person or entity, which are disparaging of the business, reputation, competency, compliance, fairness or character of STATE FARM or the RELEASED PARTIES. A disparaging statement is any comment, oral or written, which would cause humiliation, detriment or embarrassment or cause the recipient to question the business condition, integrity, compliance status, competency or good character of STATE FARM or the RELEASED PARTIES. If asked by anyone other than those persons expressly designated in Paragraph 8, WEBER shall state, "the matter has been resolved."
10. In the event that WEBER breaches any provision of this Agreement, as may be proven in any appropriate action, she shall forfeit the consideration specified in Paragraph 1 and be liable for any and all damages allowable under law.
11. The SETTLING PARTIES agree that this Agreement constitutes a binding contract and that if such contract is breached by any SETTLING PARTIES or its agents, an arbitrator chosen through the procedures of the American Arbitration Association or by agreement of the parties, shall adjudicate any dispute over an alleged breach of contract. In the

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event of a breach of Paragraph 8, the parties will agree that damages may be difficult to quantify and thus, agreement that if STATE FARM proves violation of that provision after the execution of this Agreement, each such breach shall be the greater of the actual damages proven or \$2000 per breach. The procedures of the American Arbitration Association shall apply to any claims for breach of this Agreement. The arbitrator's determination shall be final and binding. Any award shall be enforceable in the state or federal courts within the Eastern District of Michigan. If a need arises for legal action to enforce the provisions of this Agreement, the breaching party shall be liable for any and all costs associated with such breach, including attorney fees.

12. WEBER has no rights or expectations of future employment, re-employment or reinstatement of employment with STATE FARM. WEBER agrees that she waives any claim she may have to employment and agrees not to seek or retain employment in any capacity with STATE FARM or the RELEASED PARTIES at any time in the future.
13. WEBER shall return all documents and information containing STATE FARM confidential proprietary information, including but not limited to documents pertaining to STATE FARM insureds, in her possession or control and by executing this Release, WEBER represents and certifies that she has not maintained any copies, in any format, of those documents and information.
14. If a court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, in whole or in part, then the remaining terms and provisions hereof shall be unimpaired. Such court will have the authority to modify or replace the invalid or unenforceable term(s) or provision(s) with valid and enforceable term(s) or provision(s) that most accurately represents the SETTLING PARTIES' intention with respect to the invalid or enforceable term(s) or provision(s).
15. SETTLING PARTIES acknowledge that this Agreement constitutes their full and complete Agreement and any changes, modifications, deletions, or additions to this Agreement must be made in writing and signed by all the SETTLING PARTIES.
16. SETTLING PARTIES recognize that they may be mistaken as to the facts and/or law upon which they may be relying in executing this Agreement and that such facts and/or law may be other than their present beliefs. The SETTLING PARTIES, nonetheless, state that they have carefully read the foregoing Agreement and know the contents thereof, that they have determined it to be fair and reasonable, that they sign the same as their free act and deed, after reasonable period of consideration and reflection, without reliance upon any statement or representation of any SETTLING PARTY hereto, and that they agree to be forever bound by the terms of this Agreement.

Remainder of the page was intentionally left blank

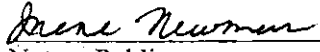
I HAVE READ THIS GENERAL RELEASE, WAIVER, COVENANT NOT TO SUE AND SETTLEMENT AGREEMENT AND I UNDERSTAND ALL OF ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Dated: 1/24/18

  
\_\_\_\_\_  
Jessica P. Weber


Subscribed and sworn to before me

this 24<sup>th</sup> day of January, 2018.

  
\_\_\_\_\_  
Notary Public

IRENE NEWMAN  
Notary Public-State of Michigan  
County of Macomb  
My Commission Expires 04/24/2023  
Acting in the County of Oakland

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY

By:   
\_\_\_\_\_

Its: VPO - Human Resources

	CURRENT	YEAR-TO-DATE
FEDERAL TAXABLE INCOME	30,000.00	30,000.00
QASDI TAXABLE AMOUNT	30,000.00	30,000.00
HOSP INS TAXABLE AMOUNTS	30,000.00	30,000.00
STATE TAXABLE INCOME - MICHIGAN	30,000.00	30,000.00
FEDERAL INCOME TAX WITHHOLDING	6,600.00	6,600.00
QASDI TAX WITHHOLDING	1,860.00	1,860.00
HOSP INS TAX WITHHOLDING	435.00	435.00
STATE INCOME TAX WITHHOLDING - MICHIGAN	1,275.00	1,275.00

Form <b>3949-A</b> (April 2016)	Department of the Treasury - Internal Revenue Service <b>Information Referral</b> <i>(See instructions on reverse)</i>	OMB Number 1545-1960
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Use this form to report suspected tax law violations by a person or a business.

**CAUTION: READ THE INSTRUCTIONS BEFORE COMPLETING THIS FORM.** There may be other more appropriate forms specific to your complaint.  
(For example, if you suspect your identity was stolen, use Form 14039.)

**Section A – Information About the Person or Business You Are Reporting**

Complete 1, if you are reporting an individual. Complete 2, if you are reporting a business only. Complete 1 and 2 if you are reporting a business and its owner.  
(Leave blank any lines you do not know.)

1a. Name of individual	b. Social Security Number/TIN	c. Date of birth
d. Street address	e. City	f. State    g. ZIP code
h. Occupation	i. Email address	
j. Marital status (check one, if known) <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Head of Household <input type="checkbox"/> Divorced <input type="checkbox"/> Separated		k. Name of spouse

2a. Name of business	b. Employer Tax ID number (EIN)	c. Telephone number
d. Street address	e. City <b>no</b>	f. State    g. ZIP code
h. Email address	i. Website <b>resolution;</b>	

**Section B – Describe the Alleged Violation of Income Tax Law**

3. Alleged violation of income tax law. (Check all that apply.)

<input type="checkbox"/> False Exemption	<input type="checkbox"/> Unsubstantiated Income	<input type="checkbox"/> Unreported Income	<input type="checkbox"/> Failure to Withhold Tax
<input type="checkbox"/> False Deductions	<input type="checkbox"/> Earned Income Credit	<input type="checkbox"/> Narcotics Income	<input type="checkbox"/> Failure to File Return
<input type="checkbox"/> Multiple Filings	<input type="checkbox"/> Public/Political Corruption	<input type="checkbox"/> Kickback	<input type="checkbox"/> Failure to Pay Tax
<input type="checkbox"/> Organized Crime	<input type="checkbox"/> False/Altered Documents	<input type="checkbox"/> Wagering/Gambling	<input type="checkbox"/> Other (describe in 5)

4. Unreported income and tax years  
Fill in Tax Years and dollar amounts, if known (e.g., TY 2010- \$10,000)

TY \_\_\_\_\_ \$ \_\_\_\_\_ TY \_\_\_\_\_ \$ \_\_\_\_\_ TY \_\_\_\_\_ \$ \_\_\_\_\_ TY \_\_\_\_\_ \$ \_\_\_\_\_ TY \_\_\_\_\_ \$ \_\_\_\_\_

5. Comments (Briefly describe the facts of the alleged violation-Who/What/Where/When/How you learned about and obtained the information in this report. Attach another sheet, if needed.)

**not enough**  
**stall**

6. Additional information. Answer these questions, if possible. Otherwise, leave blank.

a. Are book/records available? (If available, do not send now. We will contact you, if they are needed for an investigation.) ☐ Yes    ☐ No

b. Do you consider the taxpayer dangerous? ☐ Yes    ☐ No

c. Banks, Financial Institutions used by the taxpayer

Name	Name
Street address	Street address
City    State    ZIP code	City    State    ZIP code

**Section C – Information About Yourself**

(We never share this information with the person or business you are reporting.)

This information is not required to process your report, but would be helpful if we need to contact you for any additional information.

7a. Your name	b. Telephone number	c. Best time to call
d. Street address	e. City	f. State    g. ZIP code

Please print and send your completed form to: Internal Revenue Service  
Stop 31313  
Fresno, CA 93888



PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes  
☒ No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes  
☒ No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

Notes :

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